

PTO/SB/81 (08-04)

Approved for use through 11/30/2005. OMB 0851-0035

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**POWER OF ATTORNEY
and
CORRESPONDENCE ADDRESS
INDICATION FORM**

SEP 27 2004

Application Number	09/934,356
Filing Date	August 21, 2001
First Named Inventor	KOOP
Title	Enhanced Noninvasive Collagen Remodeling
Art Unit	3739
Examiner Name	FARAH, Ahmed
Attorney Docket Number	CTC-401

hereby appoint

Ray K. Shahan, Esq.

☒ Practitioners associated with the Customer Number:

OR

☐ Practitioner(s) named below:

Name	Registration Number

as my/our attorney(s) or agent(s) to prosecute the application identified above, and to transact all business in the United States Patent and Trademark Office connected therewith.

Please recognize or change the correspondence address for the above-identified application to:

☒ The address associated with the above-mentioned Customer Number:

OR

☐ The address associated with Customer Number:

Twin Oaks Office Plaza
477 Ninth Avenue, Suite 112
San Mateo, CA 94402

OR

☐ Firm or Individual Name

Address

Address

City

State

Zip

Country

Telephone

Fax

I am the:

☐ Applicant/Inventor.

☒ Assignee of record of the entire interest. See 37 CFR 3.71.
Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96)

SIGNATURE of Applicant or Assignee of Record (If assignee, put name, title and company name in the "Name" space below)

Name David R. Hennings, President, CoolTouch Incorporated

Signature

Date September, 2004

Telephone (918) 877-1900

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below.

☒ *Total of 1 forms are submitted.

This collection of information is required by 37 CFR 1.31 and 1.33. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

COPY

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made and entered into as of February 13, 2003 by and between ICN Pharmaceuticals, Inc., a Delaware corporation ("Seller" or "ICN"), and New Star Lasers, Inc., a California corporation ("Buyer" or "New Star").

FOR AND IN CONSIDERATION of the mutual covenants and agreements set forth below, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1. PURCHASE AND SALE.

On the terms and subject to the conditions set forth in this Agreement, Seller shall sell, assign, convey, transfer and deliver to Buyer all of Seller's right, title and interest in, to and under the Purchased Assets (as defined below), free and clear of any and all liens, encumbrances, security interests, charges, options and rights of others ("Liens") except for Permitted Liens (as defined below), and Buyer shall purchase the Purchased Assets from Seller, pay the Purchase Price (as defined below) and assume the Assumed Liabilities (as defined below).

2. PURCHASED ASSETS.

2.1 As used in this Agreement, "Purchased Assets" shall mean all finished CoolTouch®, CoolTouchII™ and CoolTouch Varia™ products (collectively the "Products") held by Seller for sale ("Finished Goods") set forth on Schedule 2.1, and all related supplies, materials, spares and replacement parts, and Seller's US inventory of spares and replacement parts for its N-Lite® product line ("Inventory") together with the assets Seller acquired under the Agreement and Plan of Reorganization by and between ICN and CoolTouch Corporation (hereinafter the "CoolTouch Assets"), to the extent they exist and are still in the possession of ICN as of the date of Closing, including without limitation all of Seller's right, title and interest in, to and under the assets, properties, rights, interests and claims described in Sections 2.2 through and including 2.5 (to the extent they exist and are owned by Seller as of the date of Closing), but excluding any such assets, properties, rights, interests and claims expressly excluded under Section 3.

2.2 Contracts. All of the contracts listed on the attached Schedule 2.2 ("Assumed Contracts").

2.3 Intellectual Property Rights. To the extent they relate to the Products, are owned by Seller, and are specifically listed on Schedule 2.3, all of the following ("Intellectual Property Rights"):

(a) all patents, patent applications and patent rights, including reissues, extensions, substitutions, divisions and continuations, as registered, filed or in effect in the United States, the European Union and any other countries;

BAM
OK

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

NEW STAR LASERS, INC.
a California corporation

By: _____

Its: CEO

ICN PHARMACEUTICALS, INC.,
a Delaware corporation

By: B. J. A. [Signature]

Its: Executive Vice President



SCHEDULE 2.3Intellectual Property Rights100698.0034DE [LAI-602-GER] Thermal Quenching of Tissue

Serial Number: 10082526.5
Application Filing Date: 7/25/00
Pending
Currently in the name of Laser Aesthetics

Upcoming Pertinent Dates:

7/25/07 Deadline to request examination

100698.0034US1 [LAI-601] Thermal Quenching of Tissue

Serial Number: 09/364275
Application Filing Date: 7/29/99
Issued
Patent Issue Date: 9/17/02
Patent Number: 6,451,007
Currently in the name of Cool Touch

Upcoming Pertinent Dates:

7/29/19 Patent expires

CLAIM 1:

A system for treatment of tissue with electromagnetic energy comprising:

a pulsed electromagnetic energy source for treatment of targeted tissue; cooling means for cooling tissue adjacent to the targeted tissue; and control means for regulating the energy source and the cooling means such that cooling of tissue adjacent to the targeted tissue is synchronized to the delivery of the pulsed energy and prevents undesired temperature rise in surface tissue and in tissue adjacent to the targeted tissue.

P Am

100698.0034US2**Thermal Quenching of Tissue**

Serial Number: 10/160579
Application Filing Date: 5/31/02 (CIP of US1 matter)
Pending

Upcoming Pertinent Dates:

5/30/03 Deadline to file PCT application

CLAIM 1:

A device for treatment of skin, comprising:

an energy delivery system that directs energy to a target tissue for a predetermined time period and at a predetermined fluence such that a peak temperature reached in the target tissue causes a thermally mediated response resulting in transient erythema and/or mild edema, without blistering.

100698.0035US1 [LAI-301]**Subsurface Heating of Material**

Serial Number: 09/185490
Application Filing Date: 11/3/98
Issued
Patent Issue Date: 7/2/02
Patent Number: 6,413,253
Currently in the name of Laser Aesthetics

Upcoming Pertinent Dates:

11/3/18 Patent Expires

CLAIM 1:

A system for treatment of subsurface material with energy comprising:

a device for generating energy for treatment of material; a device for generating energy for preheating material to be treated; a control system for regulating the delivery of the preheating energy and the treatment energy into material such that the preheating energy is delivered to the material prior to or simultaneous to the delivery of the treatment energy to material.

BAM

100698.0035US2 [LAI-302]**Subsurface Heating of Material**

Serial Number: 09/612185
Application Filing Date: 7/8/00 (Divisional of US1 matter)
Pending
Currently in the name of Laser Aesthetics

Upcoming Pertinent Dates:

1/24/03 Response to Office Action filed on this date, currently reviewing for Advisory Action.

CLAIM 1:

A system for treatment of subsurface material with energy comprising:

a device for generating energy for treatment of material; a device for generating energy for preheating material to be treated; a control system for regulating the delivery of the preheating energy and the treatment energy into material such that the preheating energy is delivered to the material prior to or simultaneous to the delivery of the treatment energy to material.

100698.0037US1**Enhanced Non-Invasive Collagen Remodeling**

Serial Number: 09/934356
Application Filing Date: 8/21/01
Pending
Currently in the name of Cool Touch

Upcoming Pertinent Dates:

2/15/03 Deadline to respond to Notice of Non-Compliant Amendment

CLAIM 1:

A method for treatment of skin comprising:

Treating a subsurface layer of skin with a source of energy sufficient to cause stimulation of collagen remodeling, in conjunction with applying a wound healing composition to the skin to wound healing, thereby achieving improved collagenesis in the skin.

BAM

100698.0041AU [NSL-33-AUS] Pulsed Filament Lamp for Dermatological Treatment

Serial Number: 81667/98
Issued
Patent Issue Date: 11/21/01
Patent Number: 742982
Currently in the name of Cool Touch

Upcoming Pertinent Dates:

Review for next annuity notice from foreign associate, 4th quarter 2003

100698.0041CAN [NSL-303-CAN] Pulsed Filament Lamp for Dermatological Treatment

Serial Number: 2297789
Application Filing Date: 6/24/98
Pending
Currently in the name of Laser Aesthetics

Upcoming Pertinent Dates:

Reviewing for next action from foreign associate

100698.0041EPO [NSL-303-EPO] Pulsed Filament Lamp

Serial Number: 98931568.4
Application Filing Date: 6/24/98
Pending
Currently in the name of Laser Aesthetics

Upcoming Pertinent Dates:

2/14/03 Deadline to respond to Examination Report

P Am

100698.0041US1**Pulsed Filament Lamp for Dermatological Treatment**

Serial Number: 08/881539
Application Filing Date: 6/24/97
Issued
Patent Issue Date: 3/23/99
Patent Number: 5,885,274

Upcoming Pertinent Dates:

6/24/17 Patent expires

CLAIM 1:

A method for treating dermatological tissue using a pulsed, filament lamp light source having a broad wavelength spectrum between about 700 nanometers and about 1800 nanometers with a substantial infrared component, the method comprising the steps of directing the filament lamp at target tissue, pulsing the filament lamp at a period of between about 10 and about 100 milliseconds per pulse, and between about 10 and about 100 milliseconds per pulse, and delivering a predetermined amount of light energy thereto, wherein the light energy induces a temperature elevation in the target tissue from an initial temperature to the treatment temperature.

100698.0045AU [LA-102-AUS]**Handpiece with Coolant Reservoir**

Serial Number: 86553/98
Issued
Patent Issue Date: 9/30/97
Patent Number: 743307
Currently in the name of Cool Touch

Upcoming Pertinent Dates:

9/30/03 Deadline to pay annuity fee
9/30/17 Patent expires

B Am

100698.0045CAN [LA-102-CAN] Handpiece with Coolant Reservoir

Serial Number: 2304477
Application Filing Date: 9/30/97
Pending
Currently in the name of Cool Touch

Upcoming Pertinent Dates:

9/30/03 Deadline to pay annuity fee

100698.0045EPO [LA-102-EPO] Handpiece with Coolant Reservoirb

Serial Number: 97955062.1
Application Filing Date: 4/26/00
Pending
Currently in the name of Laser Aesthetics

Upcoming Pertinent Dates:

Reviewing for next action from foreign associate

BAm

100698.0045US1Handpiece Coolant Reservoir

Serial Number: 08/938923
Application Filing Date: 9/26/97
Issued
Patent Issue Date: 11/2/99
Patent Number: 5,976,123
Currently in the name of Laser Aesthetics

Upcoming Pertinent Dates:

9/26/17 Patent Expires

CLAIM 1:

A cooling handpiece comprising:

a main body portion having a proximal end and a distal end; controllable energy delivery means for controllably delivering energy from the distal end of the main body portion to target tissue; a reservoir receiving recess integral with the main body portion; removable coolant reservoir shaped to operatively fit within the reservoir receiving recess of the handpiece and having contained therein coolant fluid, the coolant reservoir and the main body portion each having attachment means for releasable attachment of the reservoir to the handpiece; and a controllable valve for controllably delivering a portion of the coolant fluid to the target tissue.

100698.0047US1 [LAI-402]Handheld Photoepilation Device and Method

Serial Number: 09/135330
Application Filing Date: 8/16/98
Issued
Patent Issue Date: 8/14/01
Patent Number: 6,273,885
Currently in the name of Laser Aesthetics

Upcoming Pertinent Dates:

8/16/18 Patent expires

CLAIM 1:

A laser tissue treatment device capable of being hand held, the device comprising:

a semiconductor diode-laser which emits energy; and a device for surface cooling of tissue such that the energy is directed through said cooling device in contact with tissue.

BPM

100698.0050AUMethod and Apparatus for Removal of Material
Utilizing Near-Blackbody Radiation

Issued: 8/27/97
Patent Number: 720629
Currently in the name of New Star Lasers, Inc.

Upcoming Pertinent Dates:

8/27/03 Deadline to pay annuity
8/27/17 Patent expires

100698.0051US1 [LAI-101]Cooling Laser Handpiece with Refillable Coolant
Reservoir

Serial Number: 08/692929
Application Filing Date: 7/30/96
Issued
Patent Issue Date: 10/13/98
Patent Number: 5,820,626
Currently in the name of Laser Aesthetics

Upcoming Pertinent Dates:

7/30/16 Patent expires

CLAIM 1:

A laser handpiece apparatus for use in therapeutic and other procedures employing selective cooling, the apparatus for use in conjunction with a controllable laser source, the apparatus comprising:

laser delivery means for controllably delivering a predetermined amount of laser energy to a preselected surface area; removable reservoir means integral with the laser delivery means having contained therein a predetermined volume of cryogenic liquid; valve means for controllably delivering a portion of the cryogen liquid to the preselected surface area; and releasable attachment means for securely and releasable coupling the reservoir directly to the valve means.

PAm

100698.0046 [LA-201]COOL TOUCH

Serial Number: 75/209388
Application Filing Date: 12/6/96
Issued
Currently in the name of ICN Pharmaceuticals

Upcoming Pertinent Dates:

4/21/03 Hard target date to file sections 8 & 15 affidavits before the 6th year

100698.0052COOL TOUCH II

Serial Number: 76/457863
Application Filing Date: 10/7/02
Pending

Upcoming Pertinent Dates:

4/7/03 Convention priority deadline

100698.0049US1COOL TOUCH VARIA

Serial Number: 76/457862
Application Filing Date: 10/7/02
Pending

Upcoming Pertinent Dates:

4/7/03 Convention priority deadline

100698.0043 [CTC-201]PEARL

Serial Number: 76/164416
Application Filing Date: 11/7/00
Pending
Currently in the name of ICN Pharmaceuticals

Upcoming Pertinent Dates:

2/10/03 Deadline to file SOU or Request for Extension of Time is 2/13/03

P Am

100698.0044 [CTC-101]

PIRL

Serial Number:

76/164264

Application Filing Date:

11/7/00

Pending

Currently in the name of ICN Pharmaceuticals

Upcoming Pertinent Dates:

2/10/03 Deadline to file SOU or Request for Extension of Time is 2/13/03

PAM

ASSIGNMENT OF PATENTS

THIS ASSIGNMENT OF PATENTS (this "Assignment") is made as of February 20, 2002 by COOLTOUCH CORPORATION, a California corporation ("Assignor"), in favor of ICN PHARMACEUTICALS, INC., a Delaware corporation ("Assignee").

RECITALS

A. Assignor and Assignee are parties to an Agreement and Plan of Reorganization dated as of January 18, 2002 (the "Agreement").

B. This Assignment is made and entered into pursuant to the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby mutually agree as follows:

1. Assignment. Assignor hereby assigns, transfers, sets over and delivers to Assignee, and its successors, assigns and legal representatives, free and clear of all liens, encumbrances, security interests, charges and adverse claims, Assignor's entire right, title, interest, privileges, powers and benefits, for the United States and all foreign countries, in and to any and all patents, including without limitation the patents listed on the attached Annex A, and all divisional, continuing, substitute, renewal, reissue, and all other applications for, Letters Patent which have been or shall be filed in the United States and all foreign countries, and in and to all original and reissued patents which have been or shall be issued in the United States and all foreign countries on said patents; and in and to all rights of priority in said patents.

2. Further Assurances. Assignor agrees, upon request by, without charge to, but at the expense of Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this Assignment, and to execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications relating to any and all of the patents assigned hereunder; to execute all rightful oaths, assignments, powers of attorney and other papers; to communicate to Assignee, its successors, assigns, and legal representatives, all facts known to Assignor relating to said patents and the history thereof; and generally to do everything possible which Assignor, its successors, assigns and legal representatives shall consider desirable for aiding in securing and maintaining proper patent protection for said patents and for vesting title to said patents and all applications for patents, in Assignee, its successors, assigns and legal representatives

3. No Prior Assignments. Assignor hereby represents and warrants to, and covenants with, Assignee, its successors, assigns and legal representatives, that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by Assignor, and that full right to convey the same as herein expressed is possessed by Assignor.

4. Governing Law. This Assignment shall be governed by, and interpreted in accordance with, the laws of the State of California, as applicable to contracts executed and to be performed entirely within the State of California.

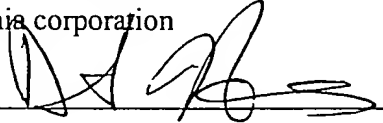
5. Attorneys' Fees. The prevailing party in any action or proceeding between the parties arising out of or relating to this Assignment shall be entitled to recover from the other party all fees and expenses, including reasonable attorneys' fees, incurred in connection with any such action or proceeding.

7. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the parties and their successors and assigns.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first above written.

COOLTOUCH CORPORATION,
a California corporation

By: _____



Its: _____



ANNEX A
TO
ASSIGNMENT OF PATENTS

List of Patents

	Patent or Application Number's	Item
1	S/N 08/482,208	Method of Modulating Collagen Biosynthesis by Use of Non-Laser Light
2	S/N 08/631,800	Improved Method and System for Laser Induced Shrinkage of Collagen
3	5,885,274 S/N 09/103,756	Pulsed Filament Lamp for Dermatological Treatment
4	5,820,626 S/N 08/938,923	Laser Hand Piece with Coolant Reservoir Apparatus and Method of Use
5	S/N 09/185/490	Subsurface Heating of Material
6	S/N 60/055,927 S/N 09/134,776	Method and Apparatus for Selective Photothermalplasty
7	S/N 60/055,925 S/N 09/335,330	Handheld Photoepilation Device and Method
8	5,814,040	Apparatus and Method for Dynamic Cooling of Biological Tissues for Thermal Mediated Surgery
9	S/N 60/111,507	Dynamic Cooling Laser Handpiece Safety Laser-Cooling Interlock
10	5,976,123	Handpiece with Coolant reservoir
11		Thermal Quenching of Tissue
12	5,968,034	Pulsed Filament Lamp

Apr 21 03 08:43a

Nina Davis

916-677-1910

VSL P.002
P.002

FICTITIOUS BUSINESS NAME STATEMENT

FILED

Mail to:

Placer County Clerk-Recorder
2954 Richardson Drive
Auburn, CA 95603
(530) 886-5610
1-800-488-4308 x 5610

BUSINESS AND PROFESSIONS CODE
17900 ET SEQ.

FILING FEES:

- \$30.00 - FOR FIRST BUSINESS NAME AND FIRST BUSINESS OWNER ON STATEMENT
\$ 5.50 - FOR EACH ADDITIONAL BUSINESS NAME FILED ON SAME STATEMENT AND DOING BUSINESS AT THE SAME LOCATION
\$ 5.50 - FOR EACH ADDITIONAL OWNER IN EXCESS OF ONE OWNER

COPY

MAR 10 2003

Jim McCauley

COUNTY CLERK OF PLACER COUNTY
BY J. McCauley
DEPUTY

PUBLISH IN:

Placer County Newspaper

THIS STATEMENT WAS FILED WITH THE PLACER COUNTY CLERK ON DATE INDICATED BY FILE STAMP ABOVE.

PLEASE READ INSTRUCTIONS ON REVERSE SIDE AND PRINT OR TYPE ONLY.
WHEN FILING BY MAIL, PROVIDE SELF-ADDRESSED STAMPED ENVELOPE.

STREET ADDRESS, CITY, STATE AND ZIP OF PRINCIPAL PLACE OF BUSINESS IN PLACER COUNTY. LIST ONLY ONE.

1

9085 Foothills Blvd., Roseville, CA 95747

FICTITIOUS BUSINESS NAME(S) TO BE FILED

2

(1) CoolTouch, Incorporated

(3)

(2)

(4)

FULL NAME(S) OF REGISTRANT(S), COMPLETE STREET ADDRESS • IN ADDITION
TO PHYSICAL ADDRESS, A P.O. BOX MAY BE LISTED FOR MAILING PURPOSES ONLY

STATE

ZIP

PHONE NO.

New Star Lasers, Inc. (same address as above)

CA

95747

916-677-1900

3

IF MORE THAN 3 REGISTRANTS - ATTACH ADDITIONAL SHEET, SHOWING OWNER INFORMATION.

IF REGISTRANT IS A BUSINESS TRUST, COMPLETE FOR EACH TRUSTEE.

IF BUSINESS IS AN ASSOCIATION OF PERSONS, COMPLETE THE FULL NAME AND ADDRESS OF EACH GENERAL PARTNER.

IF REGISTRANT IS/ARE A CORPORATION, INCLUDE STATE OF INCORPORATION.

BUSINESS CLASSIFICATION

- ☐ A LIMITED PARTNERSHIP
☐ AN INDIVIDUAL
☐ HUSBAND AND WIFE
☐ AN UNINCORPORATED ASSOCIATION
OTHER THAN A PARTNERSHIP
☐ LIMITED LIABILITY CO, STATE OF

- ☐ A GENERAL PARTNERSHIP
☐ A BUSINESS TRUST
☐ CO-PARTNERS
☐ A JOINT VENTURE
☒ CORPORATION, STATE OF
California
☐ OTHER

COMPLETE THIS SECTION

CORPORATION NAME

New Star Lasers, Inc.

OFFICER'S NAME AND TITLE

Nina Davis, President

THE REGISTRANT(S) COMMENCED TO TRANSACT BUSINESS
UNDER THE FICTITIOUS BUSINESS NAME(S) LISTED ABOVE ON:
(FUTURE DATE IS NOT ALLOWED) - PLEASE INSERT N/A IF DATE IS
IN FUTURE.

DATE: February 26, 2003

THE FILING OF THIS STATEMENT DOES NOT OF ITSELF
AUTHORIZE THE USE IN THIS STATE OF A FICTITIOUS
BUSINESS NAME IN VIOLATION OF THE RIGHTS OF ANOTHER
UNDER FEDERAL, STATE, OR COMMON LAW. (SEE SECTION 14411
ET SEQ., BUSINESS AND PROFESSIONS CODE.)

SIGNATURE:

"I DECLARE THAT ALL INFORMATION IN THIS STATEMENT IS TRUE AND CORRECT."
(A REGISTRANT WHO DECLARES AS TRUE INFORMATION WHICH HE OR SHE
KNOWS TO BE FALSE IS GUILTY OF A CRIME. (Sec. 17913(c) B&P Code))

NAME - (TYPED OR PRINTED):

Nina Davis

NOTICE:

THIS FICTITIOUS BUSINESS NAME STATEMENT EXPIRES FIVE
YEARS FROM THE DATE IT WAS FILED IN THE OFFICE OF THE
COUNTY CLERK.

RENEW PRIOR TO:

3-10-08

I HEREBY CERTIFY THAT THIS COPY IS A CORRECT COPY
OF THE ORIGINAL STATEMENT ON FILE IN MY OFFICE.

COUNTY CLERK

BY

DEPUTY

FILE NO.

03-00386